

1912-006 Chancery Causes: Lizzie M. Ball vs. M. S. Ball  
Lee Co.

Hill, Kincaid

CA- Divorce  
T- Vices  
Property



To the Honorable H. A. W. Skeen,

Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining your oratrix, Lizzie M. Ball, nee Hill, would respectfully represent and show unto your Honor that on the 23rd day of March, 1911, she was married at Cumberland Gap, Tennessee, to M. S. Ball, a citizen of Ewing, Lee County, Virginia, where the said Ball had resided all his life, and they at once after their marriage went to his home at Ewing where they lived together as husband and wife until the 20th day of May, 1911, when the said Ball without cause forced your oratrix to leave his said home and seek shelter elsewhere; that at the time of their said marriage she was sixty-five years of age, a widow, and had resided for sometime previous at Kansas City, Missouri, and the said Ball was about seventy-eight years old and a widower; that during their said married life she was a true, devoted and dutiful wife, while his conduct towards her, beginning a few weeks after their marriage, was cruelly unkind, exacting and dictatorial in demands upon her, negligent in his treatment of her, even when she was sick, and in depriving her of the necessary comforts of life, and the pleasure of social intercourse with neighbors, and in requiring of her <sup>labor &</sup> care of household affairs which she was not physically able to perform, and failing to provide for her wearing apparel, and other necessary comforts of life; that he on divers occasions threatened her with personal violence, and told her to hush her mouth, and shook his fist at her, and threatened to put her out of the house, and used vulgar, obscene and abusive language to her, calling her vile and bad names, (too offensive and insulting to mention in this bill), and saying that she ought to be kicked out of the house, and threatening, if she said another word, that he would kick her out of the house. And, by his abusive language,



and vulgarity, coupled with his threats of violence, put your oratrix in great fear of her life, or great bodily harm, and destroyed her happiness and health. And, this treatment came as a shock to your oratrix so soon after their marriage, and from one whom she had trusted as a gentleman, and committed herself to as a devoted wife, and all without any cause whatever, upon her part. And, because of this cruelty, and being put in fear of her life and great bodily harm, as she was thereby, she was forced to flee from his home and seek shelter elsewhere among friends, where she has since resided.

And your oratrix would further represent and show unto your Honor that frequently during this cruel treatment, her said husband informed her he did not intend to live with her, and so informed others, and that he intended to get rid of her; and <sup>he</sup> resorted to said treatment to accomplish said object; that on one occasion previous to the 20th day of May, 1911, he told her she would have to get another bed, and in a different room, that she could not sleep in his bed any more; that she could not sleep with him and he did not want her to sleep with him, all of which cruel treatment was in pursuance with his formed design to abandon your oratrix, and she alleges that her said husband, by his declared intentions and said cruel conduct, did actually break off the matrimonial cohabitation between them with the intent to abandon and desert her, and did thus abandon and desert your oratrix without any just cause, whatever, for so doing.

Your oratrix would further represent and show unto your Honor that she was borned and raised in Lee County, Virginia, in the same neighborhood as said Ball, but before her said marriage to him, resided for sometime in Kansas City, Missouri; that during her life she had been blessed with a reasonable amount of the necessary comforts of life, though for several years she had lived



on the unstinted kindness and bounty of her son at Kansas City, Missouri; that when she knew Mr. Ball, and lived in Lee County, Virginia, he was a man of considerable means, and in his correspondence with your oratrix, represented to her, when asking her to marry him, that he had plenty of property to enable them to live comfortably through life, and if he should die first, he would leave ample means for her support during the remainder of her life. These representations she thought were true, and in a short time after their marriage, he pointed out to her a valuable farm, the Cloud Farm, and told her it was his, which farm is worth \$25,000.00, and he also informed her that he owned a quantity of valuable mountain land, and a tract of farming land of about two hundred acres where he lived, worth \$10,000.00, and the stock of goods, debts, &c., of the firm of Ball & Snavelly, worth several thousand dollars, and said he had made \$5,000.00 in that business.

Your oratrix would further represent and show unto your Honor that the said Ball was the owner of said real estate above mentioned, and the said stock of goods, and also personal property, money in bank, debts due him, &c., the amount of which your oratrix cannot now state, and his income per annum is a considerable sum, the amount of which she cannot now state; and that your oratrix is without means of support of any kind, and entirely dependent upon others.

Your oratrix would further represent and show unto your Honor that since their marriage, and also since the 20th day of May, 1911, the said Ball has been disposing of his said property, with intent to defraud your oratrix, and to deprive her of her rights as his wife in this suit, or any other action she <sup>might</sup> ~~may~~ take against him.

She, therefore prays that the said M. S. Ball be restrained and enjoined from selling, or in any manner disposing



of any of his property, real or personal, until a future order of the Court; that your oratrix be divorced from said Ball, a mensa et toro; that he at once and pending this suit, be compelled to pay such sums of money as temporary alimony that may be sufficient for the support of your oratrix, and such other sums of money as may be required to pay the costs of this suit, and the fees of counsel proper to be paid to carry on this suit; that he may be compelled to make such permanent provision for the support and maintenance of your oratrix as may be just and right, and to secure the regular, prompt and safe payment of the same, in such way as may to the Court appear to be effectual. To this end, she prays that the said M. S. Ball be made the party defendant to this bill, and required to answer the same, but he need not do so under oath, that being waived, and upon a hearing that the relief *above* prayed for be granted your oratrix, together with all such other further and general relief as may be just and right in the premises, and your oratrix will ever pray, &c.

W. G. Balsam

James W. Orr

\_\_\_\_\_, p. q.

State of Virginia,) : ss-  
County of Lee, )

This day personally appeared before me, the undersigned, a Notary Public for the County aforesaid, the above named Lizzie M. Ball, plaintiff in the foregoing bill, and made oath that the facts stated therein, in so far as they depend upon her own knowledge, are true, and so far as they depend upon information derived from others, she believes them to be true.

Given under my hand this the 17th day of July, 1911.

My term of office expires January 17th, 1915.

W. G. Balsam  
Notary Public for Lee County, Va.



Defts Costs  
Ewing Club 15

Lizzie M. Ball.

75 } Bill in Chancery

M. S. Ball.

Filed July 21<sup>st</sup>, 1911-  
H. S. Ewing Clerk.

1911 1<sup>st</sup> Aug. Rules  
Spa executed

" 2<sup>nd</sup> Aug. Rules  
Cause set for  
hearing.

Plffs costs:

Ewing Club \$3.78

Edile " .81

Tax 1.50

Shiff. B. & P. 50

Depos 7.50

Atty 15.00

\$29.09



To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

The demurrer and answer of M. S. Ball to a bill in Chancery filed in the Circuit Court for Lee County against your respondent by Lizzie M. Ball.

The defendant by his attorney comes and says that the said bill is not sufficient in law to require of him an answer thereto, and for grounds of said demurrer, if required, will state them in writing on a separate paper.

For answer to the said bill or so much thereof as your respondent deems it is necessary that he should answer, answering he says:

That it is true that the said plaintiff and defendant were married on the 23rd day of March, 1911, in the Town of Cumberland Gap, Tennessee; that your respondent is a citizen of Ewing, Lee County, Virginia, and that about the time of the marriage the said plaintiff was residing in the State of Missouri. That it is also true that after the marriage your respondent and the said plaintiff went to the home of his daughter and her husband, B. F. Kincaid at Ewing, Virginia, where they lived together as man and wife for the period of five weeks, at which time the said plaintiff and your respondent moved in a house to themselves near to the home of his said daughter.

Your respondent states that at the time of his marriage he was seventy-eight years of age, a widower with one daughter with whom he was living at that time, namely, Martha E. Kincaid.

That the arrangement for the marriage of the said plaintiff and defendant was made by correspondence altogether; that it is true that in some of the letters written by your respondent to the said plaintiff he stated that he had sufficient means with which to support her and himself during their lives, but in making said representations he made no false statements whatever, because in the deeds which had been made by himself and his former wife to their daughter,



the said Martha E. Kincaid, there was provided ample support, and previous to agreeing with the said plaintiff to marry her, he had an agreement with his daughter whereby it was provided between himself and his said daughter that she would furnish to him and the said plaintiff a comfortable support and living during their joint lives, provided the said plaintiff would be kind to your respondent, treat him in the manner that was becoming a wife, and your respondent ~~would~~ most emphatically denies that in any of the letters written by him to the said plaintiff he made any mis-representations or made any statements calculated to mislead the said plaintiff on the question of property. Long before the first wife of your respondent died, he and his said first wife made satisfactory disposition of their property as they were growing old and this disposition of said property was reduced to writing, incorporated in a deed and placed upon the records of Lee County and open to the inspection of any one who should desire to examine the same.

Respondent denies the allegation of said plaintiff's bill wherein it is alleged that he a few weeks after their marriage became cruelly unkind, exacting and dictatorial in demands upon her, negligent in his treatment of her at times when she was sick, or at any other time, and denies that he in any way deprived her of any of the necessities or comforts of life, and denies that he denied to her the pleasure of social intercourse with her neighbors, and denies that he in any manner required of her any labor or care of house-hold affairs which she was not physically able to perform. He denies that he failed to provide for her any necessary wearing apparel, or of the other comforts of life. He denies that on any occasion he ever threatened her with any personal violence or that he told her to shut her mouth, or that he shook his fist at her or threatened to put her out of the house, or used any vulgar, obscene or abusive language to her, or called her any vile or bad names, denies that he at any time stated that she ought to be kicked out of the house, and denies that he threatened at any time, under any circumstances, to do so. And your



respondent further denies that he by any threats of violence or improper words put the said plaintiff in any fear of her life or of any bodily harm, or in any manner contributed to impair her happiness or destroy her health. Your respondent states that he was physically unable to do the said plaintiff any bodily harm, she was much younger than your respondent and much stronger than he. Your respondent denies that the said plaintiff was either a devoted or dutiful wife, the fact is, as your respondent believes, the said plaintiff was very much disappointed when she found that your respondent had long years ago made a disposition of his property, and it was this fact that came as a shock to the plaintiff instead of your respondent's treatment toward her. The said plaintiff had been twice before married, had received from each of her husbands' estates considerable sums of money, and had grown into an extravagant way of living. Her second husband had died about twelve years previous to this marriage with respondent and left her with an estate of \$10,000.00 or \$12,000.00, and with this money she had got<sup>w</sup> into the habit of expensive and extravagant living and had even, according to her statement in her bill, expended this money some time before she married your respondent, and as she states was living upon the charity of her son. And your respondent verily believes that when the opportunity presented itself to her of marrying your respondent, whom she supposed to be wealthy, that she would again have the opportunity of having a large fortune at her hands to expend in travel and living an easy life. When the facts turned out differently to what she had supposed, on reaching Virginia she was naturally disappointed and dissatisfied, was hard to please and disposed to grumble and complain at not having money to spend in riotous and luxurious living, and was discontent with the plain common-sense everyday living of which your respondent has always been accustomed to during his entire life. Your respondent believes that the said plaintiff was seeking by her unkind treatment of your respondent to aggravate him into offering a money settlement in order to be rid of her.

Your respondent denies that the said plaintiff was forced to



flee from his home and seek shelter elsewhere among friends and states that the said plaintiff left the home of your respondent on her own motion, without any suggestion from your respondent or any cause furnished by him whatever, either of personal violence or language of an improper or abusive nature. Your respondent denies that he ever informed or told the said plaintiff he did not intend to live with her, or any other person; denies that he intended to get rid of her and denies that he resorted to any ill-treatment to accomplish that object. He denies that on any occasion he ever told her she would have to get another bed in a different room, or anywhere else; denies that he told her she could not sleep in his bed any more; denies that he stated to her that he did not want her to sleep with him, and denies that there was any form <sup>of</sup> ~~designed~~ in his mind, at any time, to abandon the said plaintiff, and denies that he, at any time, declared either to the said plaintiff or any other person, any intention to desert or abandon her.

Your respondent denies the allegation of the said plaintiffs bill wherein she says that your respondent pointed out to her a valuable farm known as the Cloud farm and told her said farm was his, denies that he pointed out the place where said plaintiff and your respondent lived as his land, or that he claimed to own any interest whatever in the firm of Ball & Snaveley. The said firm of Ball & Snaveley has been in business for many years. At the time of the execution of the deed of the real estate, a conveyance was also made of all interest which your respondent owned in the said firm, and while the said business was carried on under the old partnership name, the business was ~~not~~ the property of your respondent, but that of his daughter. This deed having been executed previous to the death of your respondents first wife, it is impossible to infer that in the conveyance of the said stock of goods and the said real estate, there was any intention or form <sup>of</sup> ~~designed~~ on his part to cheat or defraud the said plaintiff out of her marital rights.

Your respondent denies that he has any real estate or personal



property, money in bank, or debts due him, or any other property other than that which is provided for his support and maintenance in the deed of conveyance made by him and his first wife to his said daughter

Your respondent denies that since his marriage or since the 20th day of May, 1911, he has in any manner disposed of any property belonging to him with the intent to defraud said plaintiff, or to deprive her of her rights, or for any other purpose, for no conveyance or disposition of any property has been made, for your respondent had no property of which to dispose. Your respondent denies that he at any time ever told the said plaintiff that he had made \$5000.00 out of the business of Ball & Snaveley, and denies that he has ever taken or collected one single dollar out of the said firm of Ball & Snaveley.

Your respondent will represent and show unto your honor that during the whole time which he and the said plaintiff lived together as husband and wife, he was kind and considerate, never offering to the said plaintiff any reason or occasion for any quarrel or harsh language. He never required any duties of her and all that she did in the way of house-keeping and cooking, was of her own choice and without any suggestion on his part. He was well-fixed to live at the home of his son-in-law where said plaintiff and defendant was residing, and were there treated kindly, had meals furnished to them regularly without cost and without any effort on the part of the said plaintiff to prepare, and she was not content with this and induced your respondent to remove into a separate house, stating at the time she was able to do her own house-keeping and cooking with the aid of the little girl who had, for several years, waited upon your respondent, but when the said plaintiff and your respondent moved to the house by themselves, she wanted to live in a different way to what your respondent had been accustomed to. She wanted horses and buggies and stock and your respondent thought that neither she nor he had any use for those things. He was not able to feed and care for the stock and it was too expensive to keep a man for that purpose when he had nothing else for him to do. Your respondent could, at all times, procure horses and buggies



from his daughter without cost and without the trouble of feeding and caring for them, but this did not satisfy the said plaintiff, so that finally without any cause the said plaintiff being dissatisfied with your respondent and his way of living, wilfully abandoned the home of your respondent and under the pretext of mistreatment is now seeking to recover money from your respondent with which she may satisfy her wandering disposition to travel over the earth.

Your respondent denies he at any time failed to provide or have provided every comfort and necessity of life which the said plaintiff and your respondent at their time of life needed, and the said plaintiff was discontent with her situation and desired to have all sorts of property around her such as horses, cows, hogs, wheat, corn and crops of different kinds, but your respondent was not able to look after such matters as these and was amply provided for in any of them which he and the said plaintiff might need by his daughter and her husband. Within about one hundred yards of where your respondent and the said plaintiff lived was the store of Ball & Snaveley and at this store your respondent's daughter, Martha E. Kincaid, had directed the Clerk of the store in charge to allow Mrs. Ball to get anything that she wanted and to charge the amount of it to her account. His said daughter and her husband furnished every provision that could be desired such as flour, hams, bacon, chickens, canned goods, preserves, jellies, rice, coffee, potatoes, and anything that the country afforded to eat, and had the said plaintiff adjusted herself to the new life and conditions around her, she could have lived very happily, but *she was* being discontent and dissatisfied with your respondent, *on account of having lost the hope* and hoping that within a few years possibly she could carry away, after the death of your respondent, a large fortune to spend as she had spent the other, she refused to be that dutiful wife of which she so eloquently speaks in her bill. The said plaintiff and your respondent were treated in the same manner by his said daughter and her husband as was he and his former wife, and had every comfort that they had.



Now denying all allegations of the said plaintiffs bill ~~not~~  
herein specifically denied and having answered as fully as your  
respondent deems it is necessary he should answer, prays to be hence  
dismissed. And he will ever pray &c.

*Deacons and Cridlie v  
Pennington Mos. p.d.*



M. S. Ball

also { Susan

Ezzie Ball.

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Filed Sept. 5, 1911.  
H. C. J. Ewing,  
Clk.



Lizzie M. Ball.....Complainant.

Vs. In Chancery.

M.S.Ball.....Defendant.

This cause came on this day to be heard upon the papers formerly read in this cause, the statement of counsel for plaintiff and defendant that the claim of the plaintiff for alimony had been mutually agreed upon between the parties and settled by them, and was argued by counsel.

On consideration of all which and it appearing to the court from the evidence filed in this cause, the bill of the complainant and answer of the defendant and statement of counsel that the parties to this cause cannot live together in peace and harmony and that, owing to the age of each of the said parties and their disagreement together, the health of the parties would be impaired to enforce their living together in the same house, it is therefore adjudged, ordered and decreed that the said Lizzie M. Ball and M.S. Ball be and are hereby divorced amensa et toro, and that the said M.S. Ball and Lizzie M. Ball do hereafter live separate and apart from each other until such time as this decree may be revoked and annulled by proper proceedings in this or some other court having jurisdiction of the parties.

It is further adjudged, ordered and decreed that each of the parties to this cause pay their own costs, and this cause is stricken from the docket.



Leggie M. Bace

no-3 Deares  
3 Juices

M. S. Bace

He agree that this  
deem may be  
entered - this May

7-1912  
James W. Ormally for  
Punishment Pros +  
James + Ormally Atty for  
Defendant.

Entered this

May 7-1912

H A W Sime

Entered in  
C. O. B. Page 301  
\*2



Lizzie M. Ball .....Plaintiff.  
vs. In Chancery.  
M. S. Ball.....Defendant.

This cause came on to be heard on the bill of the plaintiff, the process duly executed on the defendant, the cause regularly matured at Rules and set for hearing by the plaintiff, and was argued by counsel.

And thereupon, on motion of the defendant, leave is granted him to file his demurrer and answer to the plaintiff's bill, and the same was accordingly filed. On consideration thereof, and no grounds of demurrer being filed, the same is over-ruled, and the plaintiff replied generally to said answer and issue was joined thereon. And on motion of the plaintiff, and for reasons appearing to the court, it is adjudged, ordered and decreed that the defendant pay to the plaintiff the sum of (\$30.00) thirty dollars as additional temporary alimony and suit money. And the cause is continued.



Lizzie M Ball  
vs Decree  
M. S. Ball.

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Entered in cas  
No 9, page 148.

Enter this Decree.  
H A US Sman  
Sept 6th 1911.



Virginia: in vacation before the undersigned Judge of the Circuit Court for Lee County, Virginia, on this the 20th day of July, 1911.

Lizzie M. Ball,

Plaintiff,

vs.

In Chancery

M. S. Ball,

Defendant.

This day came the plaintiff by her attorney, and presented her bill, sworn to according to law, and on her motion, and for reasons appearing to the Court, it is ~~XXXX~~ adjudged, ordered and decreed that the defendant, M. S. Ball, be restrained and enjoined from in any manner selling or disposing of any of his estate, real or personal, until the future order of the Court, and that the said defendant at once pay to the plaintiff \$75.00, temporary alimony and suit money, and to W. G. Colson and James W. Orr, plaintiff's counsel, the sum of \$25.00, for their services in preparing plaintiff's bill and advice up to the present date. All of which is certified to the Clerk of this Court at Jonesville, Virginia.

H. A. W. Skken, Judge.

A Copy Teste:

*H. C. I. Ewing*, Clerk.



Lizzie M. Ball,  
vs. E Deane  
M. S. Ball,

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Copy for return  
of Sheriff.

Executed on the  
3rd day of Aug 1811  
by Submitting a true  
copy of the within  
to M. S. Ball in  
Person.

C. E. Garrett D.S.

Jan W. Y. Tucker  
S. J. L.



Virginia: in vacation before the undersigned Judge of the Circuit Court for Lee County, Virginia, on this the 20th day of July, 1911.

Lizzie M. Ball,

Plaintiff.

vs.

In Chancery

M. S. Ball,

Defendant.

This day came the plaintiff by her attorney, and presented her bill, sworn to according to law, and on her motion, and for reasons appearing to the Court, it is adjudged, ordered and decreed that the defendant, M. S. Ball, be restrained and enjoined from <sup>ing</sup> in any manner sell or disposing of any of his estate, real or personal, <sup>until the future order of the Court.</sup> and that the said defendant at once pay to the plaintiff \$ 75<sup>00</sup>, temporary alimony and suit money, and to W. G. Colson and James W. Orr, plaintiff's counsel, the sum of \$ 25<sup>00</sup>, for their services in preparing plaintiff's bill and advice up to the present date. All of which is certified to the Clerk of this Court at Jonesville, Virginia.

H. C. US Siler, Judge.



Lizzie M Ball  
vs Deere  
M. S. Ball.

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Entered in Chan-  
cery Order Book  
No. 9, page 180.



Lizzie M. Ball, .....Plaintiff.  
#  
vs.# In Chancery.  
#  
M. S. Ball ..... Defendant.

It is agreed between the parties to this suit, by their counsel, that the plaintiff ~~has~~ in her deposition partly taken in this case makes the following statements:

"Q. You have stated that you were boarding at Mrs. Robinsons. How are you paying your board, or are you paying it at all?

A. Yes, I paid some money my son sent me when I first came, but I owe her yet for the most of it.

Q. About how much do you owe her?

A. About \$30.00 or \$35.00.

Q. State how long you have been boarding with Mrs. Robinson?

A. Ever since about a week after I left Mr. Ball, about May, 27th.

Q. State whether or not you have any means of support at all?

A. I have no means for my support.

Q. What do you have to pay Mrs. Robinson a week for your board?

A. When I stay there regular I pay her \$3.00 a week for my board and lodging, and when I am not there all the time \$2.50".

This part of said deposition, it is agreed, may be treated, if desired, and used as an affidavit in any motion the plaintiff may desire to make before the court.

This September, 1st, 1911.

James W. Orr p.g.  
Pennington Bros p.d. 6



Lizzie M. Ball.  
vs. Applicant of Pff.  
M. S. Ball.

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Filed Sept. 1st, 1911.  
H. S. Ewing, Clerk



*The Commonwealth of Virginia,*

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *M. S. Ball*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *1st* Monday in *August*, 191 *1*, to answer a bill in chancery exhibited against

*him in our said Court by Lizzie M. Ball,*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *21st* day of *July*, 191 *1*, and 1 *36th* year of the Commonwealth.

A Copy. Teste:

*H. C. T. Ewing,* Clerk

, Clerk



Lizzie M. Ball

SUBPOENA

vs

IN CHANCERY.

M. S. Ball

W. S. Colson &  
James W. Orr,

p. q.

To 1st August

Rules

Circuit Court.

1911.  
Executed on the  
3 day of Aug 1911  
by delivering a  
true copy of the  
within to M. S.  
Ball in Person.

C. E. Garrett D. S.  
For W. Y. Dwyer  
D. S.

Pursuant to the order made by the Judge of the Circuit Court of Lee County, Virginia, in vacation, on the 20th day of July, 1911, the defendant, M. S. Ball, is restrained and enjoined from, in any manner, selling or disposing of any of his estate, real or personal, until the future order of the Court.

This the 21st day of July, 1911.

Teste:

W. S. Colson  
Clerk.